

DIRECTED GRANT NCAFCC MEMBER AGREEMENT COVER

THIS AGREEMENT is hereby made between the North Carolina Association of Free and Charitable Clinics, Inc. (the "ASSOCIATION") and GUILFORD COUNTY, on behalf of its Department of Health & Human Services-Division of Public Health (the "NCAFCC Member").

WHEREAS, the ASSOCIATION is a recipient of funds under a contract with the State of North Carolina, Department of Health and Human Services (NCDHHS) Office of Rural Health (ORH), regarding a directed grant award;

WHEREAS, NCAFCC Member seeks to benefit from and utilize ASSOCIATION's funds under the terms of this Agreement;

WHEREAS, the ASSOCIATION must enter into this Agreement with NCAFCC Member for NCAFCC Member to become a valid beneficiary of ASSOCIATION's funds under the NCDHHS ORH Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

This Agreement consists of the following documents, which are incorporated herein by reference:

Contract Cover Sheet
Attachment A: General Terms and Conditions
Attachment B: Scope of Work and Performance Metrics
Attachment C: Intentionally Omitted
Attachment D: Reporting Requirements, Templates and Reimbursement Form
Attachment E: Intentionally Omitted
Attachment F: No Overdue Tax Debts Certification (Must be notarized)
Attachment G: State Certifications
Attachment H: Conflict of Interest Acknowledgment (Must be notarized)
Attachment I: Conflict of Interest Policy (Recipient to attach or adopt example provided)
Attachment J: NC Substitute W9 (Recipient to attach)
Attachment K: IRS Tax Exemption Letter (Recipient to attach)

Effective Date: July 1, 2023

End Date: July 10, 2026

Directed Grant Award Amount: The subgrant award for NCAFCC Member is subject to the ASSOCIATION's allocation funding methodology from the total award amount of \$4,849,573 for Year 1 (state fiscal year 2023-24) and \$6,341,179 for Year 2 (state fiscal year 2024-25). These funds are appropriated funds from the North Carolina General Assembly in S.L. 2023-134 to the North Carolina Association of Free and Charitable Clinics. NCAFCC Member must agree to ASSOCIATION's funding methodology and determination of allocation.

Reimbursement will occur from a designated allocation for each Member organization as defined by ASSOCIATION's funding methodology, which is based on the number of unduplicated, uninsured and under-insured patients served, the scope of services provided and the hours of operation of each Member according to the finalized 2022 (for the SFY 2023-24 funds) and 2023 Annual Survey (for the SFY 2024-25 funds) results for the NCAFCC Member.

YEAR 1 (State Fiscal Year 2023-24): Expenses from July 1, 2023 – March 31, 2025

The date range of eligible expenses for NCAFCC Members for Year 1 funds (SFY 2023-24) is from July 1, 2023 to March 31, 2025. ASSOCIATION currently intends to redistribute Year 1 funds not fully utilized by March 31, 2025 to other NCAFCC Members with eligible expenses through March 31, 2025, according to the funding methodology used in the original allocation distribution, with final grant reporting for Year 1 by July 10, 2025.

YEAR 2 (State Fiscal Year 2024-25): Expenses from July 1, 2024 – March 31, 2026

The date range of eligible expenses for NCAFCC Members for Year 2 funds (SFY 2024-25) is from July 1, 2024 to March 31, 2026. ASSOCIATION currently intends to redistribute Year 2 funds not fully utilized by March 31, 2026 to other NCAFCC Members with eligible expenses through March 31, 2026 according to the funding methodology used in the original allocation distribution, with final grant reporting for Year 2 by July 10, 2026.

Funds allocated to NCAFCC Member must be used and expended by the deadlines and as defined in this Agreement, Member Attachment A Terms and Conditions and Member Attachment B Scope of Work; otherwise, the funds must be returned to the ASSOCIATION.

The eligibility of NCAFCC Member expenses are defined in this Agreement, Member Attachment A Terms and Conditions and Member Attachment B Scope of Work. Expenses for each state fiscal year must be accounted for separately on ASSOCIATION's "SL 2023-134 SFY 23-24 Expense Report" or "SL 2023-134 SFY 24-25 Expense Report as well as the "SL 2023 -134 Status Report" and submitted for review and approval by the ASSOCIATION on or before the due dates noted below.

Reimbursement will occur from NCAFCC Member's designated allocation for eligible expenses incurred during reporting periods. NCAFCC Member must respond to any and all requests related to the reimbursement request promptly in order to obtain all necessary information and resolve any questions about eligibility of expenses. ASSOCIATION reserves the right to withhold reimbursement until its requests and questions have been addressed.

Reporting Period	Due Date
July 1, 2023 – December 31, 2023	January 10, 2024
January 1, 2024 – March 31, 2024	April 10, 2024
April 1, 2024 – June 30, 2024	July 10, 2024
July 1, 2024 - September 30, 2024	October 10, 2024
October 1, 2024 – December 31, 2024	January 10, 2025
January 1, 2025 – March 31, 2025	April 10, 2025
April 1, 2025 – June 30, 2025	July 10, 2025
July 1, 2025 – September 30, 2025	October 10, 2025
October 1, 2025 – December 31, 2025	January 10, 2026
January 1, 2026 – March 31, 2026	April 10, 2026
April 1, 2026 – June 30, 2026	July 10, 2026

NCAFCC Member must also complete NCAFCC's Annual Survey for 2023, 2024, 2025 and 2026 (or as long as they are a member and continue to engage in this funding opportunity) to inform the ASSOCIATION's reporting obligations.

ASSOCIATION reserves the right to modify timelines and reallocate unused NCAFCC Member funding at the discretion of the ASSOCIATION.

NCAFCC Member understands that both State and Federal law impose affirmative requirements for it to secure an audit, that the funds subject to this Agreement as well as the funds subject to any prior agreement between the ASSOCIATION and NCAFCC Member for the distribution of federal and/or state funds are each subject to these audit requirements, that a cumulative total funds received by NCAFCC Member in its fiscal year from this Agreement, any prior agreement with ASSOCIATION, or from some other source of federal or state funds are all subject to these audit requirements. NCAFCC Member acknowledges it will determine its audit requirements, and timely obtain and timely submit any audit or audits that may be required to the required recipients of such audit. The audit should be emailed to Risk Management, Compliance and Consulting (NCGrantsReporting@dhhs.nc.gov) and NCAFCC at allison@ncafcc.org within 9 months of the grantee's fiscal year end.

Scope of work: S.L. 2023-134 provides a directed grant to the NCAFCC, Inc., a nonprofit, to support member clinics that provide health care for the uninsured and underserved. The subrecipient shall agree to the scope of work in attachment B of this agreement, subject to approval by the Office of Rural Health and the ASSOCIATION. Per S.L. 2023-134 and the requirements of G.S. 143C-6-21 through G.S. 143C-6-23, funds may only be expended for the purpose for which they were awarded and may only be used for nonsectarian, non-religious purposes. State funds for any one employee of a nonprofit are capped at \$140,000. Per the Code of Federal Regulations, 2 CFR Part 200, expenditures must meet reasonable cost requirements.

Directed grants are funds allocated by a State agency to a non-State entity as directed by an act of the General Assembly. **Directed grants are for nonsectarian, nonreligious purposes only, and the use of directed grants must be in compliance with all state laws.**

Pursuant to G.S. 143C-6-21, S.L. 2023-134, and the State's Cash Management Plan, nonrecurring funds appropriated in this act as directed grants are subject to all the following requirements:

- (1) Directed grants are subject to the provisions of subsections (b) through (k) of G.S. 143C-6-23.
- (2) Directed grant payments shall be made in quarterly payments in the discretion of the ASSOCIATION.
- (3) Notwithstanding any provision of G.S. 143C-1-2(b) to the contrary, nonrecurring funds appropriated in this act for the 2023-2024 fiscal year as directed grants shall not revert to the ASSOCIATION until June 30, 2025, and nonrecurring funds appropriated in this act for the 2024-2025 fiscal year as directed grants shall not revert until June 30, 2026.
- (4) A non-governmental grantee who receives a combined \$500,000 or more in State or federal pass-through funds from all state agencies must submit a single or program-specific audit prepared and completed in accordance with the Generally Accepted Government Auditing Standards (GAGAS), also known as a Yellow Book audit. The audit should be emailed to NCAFCC at allison@ncafcc.org and Risk Management, Compliance and Consulting (NCGrantsReporting@dhhs.nc.gov) within 9 months of the grantee's fiscal year end.
- (5) All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator.

Contact's Name: Allison Kelly
Contact's title: Program Director
Mailing Address: 10735 David Taylor Dr., Suite 140
City, State, Zip: Charlotte, NC 28262
Telephone: 336-251-1111 x 105 or 336-407-3684
Email: allison@ncafcc.org

Grantee, Full Corporate Legal Name of NCAFCC Member:

Contact's Name: Pamela Lough
Contact's title: Accounting Officer
Mailing Address: 1203 Maple Street
City, State, Zip: Greensboro NC 27405
Telephone: (336) 641-3277
Email: plugh@guilfordcountync.gov

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

North Carolina Association of Free and Charitable Clinics:

Name and Title of Signature Authority

Signature of Organization Official

Date

Full Corporate Legal Name of NCAFCC Member:

Victor Isler, Assistant County Manager
Name and Title of Organization Official

Signature of Organization Official

Date